

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION



COOPERATIVE AGREEMENT AWARD

1. NHTSA COOPERATIVE AGREEMENT NO.: DTNH22-04-H-05110
2. PROJECT TITLE: Discretionary Cooperative Agreement to Support the Demonstration of a Model Impaired Driving Records
3. GRANTEE: State of Connecticut  
Office of Policy and Management  
450 Capitol Avenue, MS52CPD  
Hartford, Connecticut 06106-1365
4. TAX IDENTIFICATION NUMBER (TIN): 06-6000798
5. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: 807853015
6. TOTAL ESTIMATED PROJECT COST<sup>1</sup>:
  - a. Total NHTSA Funding \$1,666,130.00
  - b. Total Grantee In-Kind Contributions \$ 0.00
7. FEDERAL FUNDS CURRENTLY AVAILABLE: \$1,666,130.00
8. APPROPRIATION NO.: 40C-20-201-6114RA-25215
9. AWARD DATE: September 17, 2004
10. COMPLETION DATE: September 16, 2006

PREVIOUS EDITION UNUSABLE

OCP Form 100 (3/29/04)  
Prescribed by NHTSA's Office of Contracts and Procurement

Face Page

<sup>1</sup>The Estimated Project Cost represents the sum of the NHTSA Funding plus the Grantee's In-Kind contributions.

## **I. STATEMENT OF AUTHORITY**

This Cooperative Agreement (also called "Agreement") between the National Highway Traffic Safety Administration (NHTSA), hereinafter referred to as "NHTSA", and State of Connecticut, hereinafter referred to as "the Grantee," is hereby entered into under the authority of the Highway Safety Act of 1966, as amended (23 U.S.C. Chapter 4). This Cooperative Agreement provides for the limited exchange of personnel, equipment, facilities and funds to achieve the following purpose(s):

## **II. BACKGROUND AND PURPOSE**

### **a. Background**

The mission of the National Highway Traffic Safety Administration (NHTSA) is to reduce deaths, injuries, and economic losses resulting from motor vehicle crashes. Each year, more than 1.4 million drivers are arrested for alcohol-impaired driving in the U.S. States bear the primary responsibility for enacting impaired driving laws and enforcing, adjudication, and sanctioning those driving offenses. The driver license and licensing process provides a basis for driver control measures. During the 1950's, all States implemented an examination with road test as a condition of obtaining a drivers license. License actions have become a central component of efforts to deter drinking and driving. Driver license sanctions are now almost universally used either administratively or through the judicial system. The effects of license suspension/revocation are short and long-term. The loss of the offender's privilege to drive by suspending or revoking a license for driving while intoxicated (DWI) has proven successful in reducing drinking and driving behavior. Although vehicle-based sanctions (e.g., ignition interlock devices and the forfeiture or impoundment of offender's vehicles) hold great promise as deterrent measures, States rely heavily on the removal of the offender's license as a primary penalty to DWI, because it is the most cost-effective sanction available, particularly when applied to first time offenders.

There are also instances in some States where license withdrawal is required as a penalty for offenses that lie outside the usual motor vehicle law or driver control arena (e.g., use of a motor vehicle in the commission of a felony, motor vehicle theft, discharging a firearm from a motor vehicle, committing an immoral act in which a motor vehicle was used, advocating the overthrow of the government, defacing public or private property, non-payment of child support, withdrawal from high school, and illegal use of alcohol and other drugs). Often these violations and other driver history information are not transmitted to relevant agencies within state jurisdictions or between the States. The omission hinders roadside enforcement, the identification of problem drivers, and ultimately, the safety of others.

While the transmission of this type of information is critical, it must be timely, accurate, reliable, and complete to be effective. Timely and accurate information is essential to the adjudication process. Decisions regarding licensing actions and penalties need to be based on the history of that individuals driving record. Persons previously convicted of a variety of traffic offenses and

violations should be sanctioned differently than those with no or otherwise minor traffic offences. A fully developed driver history records information system for impaired driving would be a powerful tool for States to assist in developing an effective system of deterrence for the impaired driver. Yet, few States have such a system. For example, delays in reporting or the exchange of information regarding the disposition of traffic citations between the courts and licensing agencies commonly take six months or longer – sufficient time for a driver to commit additional traffic offenses. These “at-risk” drivers continue to drive and go virtually undetected putting others at risk of death, injury, or loss of property.

NHTSA is concerned that without a current and accurate record of driver information, it is difficult for law enforcement agencies, licensing agencies and other in the criminal justice system to make sound decisions on how to respond and take the appropriate action for drivers demonstrating unsafe behavior on the roadways. To correct this deficiency, NHTSA developed a model for an Impaired Driving Records Information System and an implementation guide that allows for accurate, reliable, and timely exchange and transmission of data between the law enforcement agencies, the courts, and the DMVs. In addition, the model identifies core and essential data elements, relevant records, and performance standards to receive, store, and transmit data.

Many states have some form of a judiciary-based citation or case-based impaired driving tracking system. However, as states have increasingly enacted administrative license and vehicle sanctions for impaired driving, DMVs have an increasingly important role in managing these types of sanctions through the driver licensing systems. With the advent of electronic citation systems and technologies that allow immediate access by patrol officers to driver license and vehicle registration information, enforcement agencies also have an increasingly important role in developing and managing an Impaired Driving Records Information System. The system includes impaired driving-related information that is collected and managed by the system’s stakeholders. Key system stakeholders in all states include law enforcement agencies, the courts (i.e., judges, probation, and prosecution), DMVs, and highway safety offices. Within most states, other stakeholders may include treatment and correctional agencies, which may also maintain offender-based information systems. A model was developed for implementation within and among states for use as a collective resource and to curb the installation of costly and duplicative record systems.

This project encompasses the totality of a state’s efforts to generate, transmit, store, update, link, manage, report, and retrieve information on impaired driving offenders and citations. Through the use of up-to-date technology and cooperative arrangements between the stakeholders, a *Model Impaired Driving Records Information System* provides for electronic access to driver history and vehicle information, electronic collection of data, electronic transmission of data between stakeholders, and on-line access to complete, accurate, and timely information on impaired driving cases. The system must provide full access to all key stakeholders and address each stakeholder’s needs.

#### **b. Purpose**

The purpose of this cooperative agreement is to demonstrate and evaluate a *Model Impaired Driving Records Information System* that provides for electronic access to driver history and vehicle information, electronic collection of data, electronic transmission of data between stakeholders, and on-line access to complete, accurate, and timely information on impaired driving cases. In addition, this project is for states to use as a collective resource and to curb the installation of costly and duplicative record systems. The system must provide full access to all key stakeholders and address each stakeholder's needs. The system must track each impaired driving offender from arrest through dismissal or sentence completion and provide aggregate data (i.e., number of arrests, convictions, blood alcohol concentration (BAC) distribution, and offender demographics). This project provides support for a few States to demonstrate a *Model Impaired Driving Records Information System* and to evaluate its efficiency and effectiveness. The results of these States' experience will be used to assist other states in developing a model system. Multiple awards may be made under this solicitation.

#### **c. Objective**

The objective of this demonstration project is for states to implement a *Model Impaired Driving Records Information System* and evaluate its efficiency and effectiveness. A *Model Impaired Driving Records Information System* under this agreement enables a State to effectively perform the following functions:

- a. Appropriately charging and sentencing offenders, based on their driving history;
- b. Managing impaired driving cases from arrest through the completion of court and administrative sanctions;
- c. Identifying target populations and trends, evaluating countermeasures, and identifying problematic components of the overall impaired driving control system;
- d. Providing stakeholders with adequate and timely information to fulfill their responsibilities; and
- e. Reducing administrative costs for system stakeholders and increasing system efficiencies.

While this effort is directed at impaired drivers, it is understood that data on the behavior of all problem drivers will result from use of such system.

### **III. SCOPE OF WORK**

For the period as hereinafter set forth in Section IV, Performance Period, NHTSA and the Grantee shall furnish cooperatively the necessary personnel, equipment and facilities, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of the specific tasks) as set forth below.

## **A. General Requirements**

### **1. NHTSA's General Requirements**

**NHTSA will be involved in all activities undertaken as part of the cooperative agreement program and will:**

- 1) Provide a Contracting Officer's Technical Representative (COTR) to participate in the planning and management of each cooperative agreement and to coordinate activities between the Grantee and NHTSA.
- 2) Provide information and technical assistance from government sources within available resources and as determined appropriate by the COTR.
- 3) Serve as a liaison between NHTSA Headquarters, Regional Offices, and others (Federal, State, and local) interested in a Model Impaired Driving Records Information System, and the activities of the Grantee as appropriate.
- 4) Stimulate the transfer of information among cooperative agreement recipients and others engaged in alcohol program activities, specifically designed to address driver history records and impaired driving information systems.
- 5) Review and approve draft and final versions of the deliverables.

## **B. The Grantee's General Requirements**

**As performance under this Cooperative Agreement, Grantee shall:**

- a) Provide a Project Officer to perform the activities described in this Agreement.
- b) Perform the effort and provide all deliverables as specified in the Grantee's application and proposal submitted to and approved by NHTSA under the project entitled "Demonstration of a Model Impaired Driving Records Information System." This includes the clarifications made during the start-up meeting.
- c) Perform the activities as described below and do so in conjunction with NHTSA. Any deviation from the procedures and objectives specified in the Grantee's proposal must be presented and approved by the NHTSA Contracting Officer before such deviations are implemented.

### **C. Specific Requirements and Tasks**

At a minimum, the following specific tasks shall be performed by the Grantee:

#### **C.1. Start-Up Meeting:**

Within 1 month of the award of the Cooperative Agreement, the Grantee shall participate in a start-up meeting with key NHTSA personnel. This start-up meeting may be accomplished by a face-to-face meeting or by conference call, whichever is considered to be most appropriate and cost effective.

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item # 1, the Grantee shall participate in a start-up meeting with NHTSA personnel one (1) calendar month after award to review the objectives, planned course of action, and to resolve any differences between in the technical approach.*

#### **C.2. Develop A Revised Work Plan, Implementation Plan & Evaluation Plan:**

Using the Grantee's proposal approved at time of Cooperative Agreement award, and discussions taking place during the "Start-up Meeting," the Grantee shall develop a Revised Work Plan, Implementation Plan, and Evaluation Plan, as appropriate, with revised milestone and deliverable dates (as appropriate). This Revised Work Plan, as well as the Revised Implementation and Evaluation Plans will then be incorporated into the Cooperative Agreement and replace the corresponding original documents.

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item # 2, the Grantee shall revise the Work Plan, Implementation Plan, and Evaluation Plan to incorporate any changes from the start-up meeting. The Grantee shall submit to the NHTSA COTR two (2) copies of the revisions and one (1) copy to the Contracting Officer.*

#### **C.3. Attend National Meetings And Present Findings:**

The Grantee shall anticipate attending two national meetings during the performance period and present findings associated with this Cooperative Agreement effort. The Grantee shall make a presentation concerning the project at a minimum of two (2) National meetings (e.g., American Association of Motor Vehicle Administrators (AAMVA) or the Governor's Highway Safety Association (GHSA), etc.).

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item # 4, the Grantee shall attend two National Meetings and make a presentation on the findings.*

#### **C.4. Briefings, Presentations And System Demonstrations**

A. The Grantee shall make a briefing at the initial start-up meeting, and a system demonstration to NHTSA officials and other invited parties in Washington, D.C. upon completion of the project. An interim briefing approximately midway through the period of performance in addition to a final briefing, may be required.

B. The Grantee shall prepare an article and submit it for publication in a professional journal. All articles, briefings, and presentations/demonstrations shall be submitted to NHTSA initially in draft format for review and comment. The Grantee shall submit drafts to the COTR 60 days before event date or publication submission date. The COTR will review the draft article and provide comments to the Grantee within 30 calendar days of receipt of the documents.

#### **C.5. Reporting Requirements**

##### **1. Quarterly Progress Reports**

The Grantee shall furnish electronically two copies of a quarterly (letter-type) progress report to the COTR and one copy to the Contracting Officer (CO), by the 15<sup>th</sup> day of the month following the end of the preceding quarter (See Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables). The Quarterly Progress Report shall be in Microsoft (MS) word format and may be delivered by regular mail.<sup>2</sup> The report shall include but not limited to:

Accomplishments made during that reporting period, and three (3) copies of any products produced;

- A. An analysis and interpretation of those accomplishments, and an assessment of the results achieved, particularly as it relates to replicating the delivery method to other communities of states;
- B. Funding expended during the reporting period and a total of expenditures for the contract;
- C. What is planned for accomplishments during the next reporting period?
- D. Problems and or delays the Grantee has encountered in the conduct of their services; and
- E. Specific actions that the Grantee would like NHTSA to undertake to alleviate a problem.

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<sup>2</sup> In an effort to protect employees working at Federal Government Facilities, the Department of Transportation (DOT)/National Highway Traffic Safety Administration (NHTSA) is currently screening/testing all incoming mail for harmful and potentially fatal substances. Due to the screening/testing procedures at the DOT/NHTSA, incoming mail may be delayed in reaching its intended recipient. The Grantee is solely responsible for ensuring that all deliverables under this Cooperative Agreement reach its intended recipients at DOT/NHTSA – *on time* – as outlined in Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables.

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item # 8, the Grantee shall submit to the NHTSA COTR two (2) copies of the Quarterly Progress Report and one (1) copy to the NHTSA Contracting Officer*

## **2. Draft Final Report**

By no later than 90 days prior to the end of the performance period, the Grantee shall prepare and submit to the COTR, a Draft Final Report that includes a description of the demonstration project, partners, intervention strategies, program implementation, evaluation methodologies, and findings from the program evaluation shall be presented in the form of a process manual. In terms of technology transfer, it is important to know what worked and did not work, under what circumstances, lessons learned, best practices, and what can be done to avoid potential problems for future replication of the project. This report shall also include recommendations for follow-on efforts.

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item # 9, the Grantee shall submit to the NHTSA COTR two (2) copies of the Draft Final Report and one (1) copy to the NHTSA Contracting Officer*

## **3. Final Report**

The COTR will review the Draft Final Report identified above and provide comments to the Grantee within 30 calendar days of receipt of the document. The Grantee shall revise the Draft Final Report to reflect the COTR's comments. The revised Final Report shall be delivered to the COTR by no later than 30 days before the end of the performance period.

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item #14, the Grantee shall submit to the NHTSA COTR one (1) copy of the Final Report in all formats and three (3) Hard Copies and one (1) copy to the NHTSA Contracting Officer*

## **4. Required Format for Final Report**

NHTSA is required by law to submit all products/publications to the Government Printing Office (GPO) for printing. GPO has established guidelines for the preparation of all print materials that can be found in the GPO, "*Best Practices for Preparing and Submitting Electronic Design and Prepress Files* (GPO Publication 300.6)." This document is available at: [www.gpo.gov/procurement/ditsg/](http://www.gpo.gov/procurement/ditsg/)

Acceptable formats for the submission of publications include current desktop design and publication programs, such as:

- QuarkXpress
- Adobe PageMaker

Graphics files should be created in programs such as:

- Adobe Illustrator



- Adobe Photoshop
- Macromedia Freehand

Office graphics programs, such as Microsoft Word, Excel, or PowerPoint are not acceptable for submittal to GPO.

Contractors/Grantees preparing publications for the National Highway Traffic Safety Administration (NHTSA) shall submit them so that they can be posted onto the NHTSA's website. All HTML deliverables rendered under contract/assistance agreements must comply with the accessibility standards found in 36 CFR 1194.22, which implements Section 508 of the Rehabilitation Act of 1973, as amended. More information can be found at: <http://www.accessboard.gov/sec508/guide/1194.22.htm>

#### 5. The Grantee shall supply the COTR:

- The document must be completely assembled with all colors, charts, sidebars, photographs, and graphics. This can be delivered to NHTSA on a standard 1.44 floppy diskette (for small documents) or on any appropriate archival media (for larger documents) such as a CD ROM, etc.

Some documents require several different original program languages (e.g., Word for text, PowerPoint for charts, Project for project timeline management, and another for photographs, etc.). Each of these component parts should be available on disk, properly labeled with the program format and the file names.

- For example, PowerPoint files should be clearly identified by both a descriptive name and file name (e.g., 2000 Fatalities – chart1.ppt).
- Four (4) hard copies of the Final Report.

*In accordance with Section III, Scope of Work, Subsection D, Milestones/Deliverables Schedule, item #11, the Grantee shall submit to the NHTSA COTR one (1) copy of the Final Report on Diskette*

#### D. Performance Milestones and Deliverables

##### 1. Milestones/Deliverables Schedule:

The following items represent Milestones and/or Deliverables under this Cooperative Agreement:

Item	Task No.	Milestone (M)/Deliverable (D)	Due Date After Award	Number of Hard Copies
1.	C.1.	Conduct Start-up Meeting (M)	Within 1 month of award	

2.	C.2.	Revised Work Plan, Implementation Plan, and Evaluation Plan (M) (D)	2 months after award	3
3.	C.2.	COTR Reviews/approves Revised work plan, implantation and evaluation plan (M)	2 months after award	
4.	C.3.	Attend National Meetings and Present Findings (M)	To be determined	
5.	C.5.	Submit demonstrations, presentations briefings, and Draft Journal Articles. (M)	2 months before event or publication submission date	
6.	C.5.	Article for submission for publication in a professional journal or briefings/presentations. (D)	2 months before the event date or publication submission date	3
7.	*	Quarterly Reimbursement Claims	15 <sup>th</sup> of each proceeding month	3 <sup>3</sup>
8.	C.6.	Quarterly Progress Reports (M)(D)	15 <sup>th</sup> of each proceeding month	3 <sup>4</sup>
9.	C.6.	Draft Final Report (M) (D)	22 <sup>nd</sup> month	3
10.	C.6.	COTR reviews, comments, and approve draft report (M)	22 <sup>nd</sup> month	
11.	C.6.	Submit Final Report (in all required formats) (M) (D)	23 <sup>rd</sup> month	1
12.	C.6.	Final Report – a copy on appropriate media (diskette, etc.) Of the document in the original format that was used for printing process. (M) (D)	23 <sup>rd</sup> month	1
13.	C.6	Final Report – camera ready version (D)	23 <sup>rd</sup> month	1
14.	C.6	Hard copies of the Final Report (M) (D)	24 <sup>th</sup> month	4

\*See Section V, Financial Administration, Subsection D, Payment

## 2. Place of Delivery/Number of Copies

<u>Item #</u>	<u>No. Of Hard Copies</u>	<u>Address</u>
2, 6,8,9,14	3	Department of Transportation
11,12,13	1	National Highway Traffic Safety Administration

<sup>3</sup> To the extent practical, the Grantee shall provide said deliverable to the NHTSA Contract Specialist only.

<sup>4</sup> The Grantee shall provide said deliverable to the NHTSA COTR and NHTSA Contract Specialist via email.

Impaired Driving Division (NTI-111)  
Attention: J. De Carlo Ciccel, COTR  
400 Seventh Street, SW, Room 5118  
Washington, DC 20590  
Telephone: (202) 366-1694  
E-mail: [DeCarlo.Ciccel@nhtsa.dot.gov](mailto:DeCarlo.Ciccel@nhtsa.dot.gov)

8,14

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Department of Transportation  
National Highway Traffic Safety Administration  
Attention: April L. Jennings, Contract Specialist  
Office of Contracts and Procurement (NPO-220)  
400 7<sup>th</sup> Street, SW, Room 5301  
Washington, DC 20590  
Telephone: (202) 366-9571  
E-mail: [April.Jennings@nhtsa.dot.gov](mailto:April.Jennings@nhtsa.dot.gov)

#### **IV. PERIOD OF PERFORMANCE**

All work required herein including preparation, submission, and acceptance of all deliverable items shall be completed within Twenty Four (24) months from the award date shown on the Face Page of this Cooperative Agreement.

#### **V. FINANCIAL ADMINISTRATION**

- A The total not-to-exceed amount of the Federal funding to be provided under this Cooperative Agreement is \$1,666,130.00.
- B The total project amount of this Cooperative Agreement is \$1,666,130.00, which represents NHTSA's contribution of \$1,666,130.00 and the Grantee's In-Kind contribution of \$0
- C **Approved Project Budget:** The Project Budget on SF 424, dated July 19, 2004, is incorporated herein and made a part of this Cooperative Agreement.
- D **Revisions to Budget and Program Plan**

Any revisions to the budget or program plans shall be required and approved in accordance with 49 CFR Part 18 "Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments."

#### **E. Payments:**

1. **Minimum Requirements for Payment**

All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a **Standard Form 270, Request for Advance or Reimbursement**, or any other format pre-approved by the NHTSA Contracting Officer (CO). The Grantee shall submit a claim for reimbursement on a Quarterly basis, accompanied by the Quarterly Progress Reports (See Section III, Scope of Work, Subsection C, Paragraph C.5, Reporting Requirements, and Subsection D, Performance Milestones and Deliverables). The information required for each reimbursement claim shall, at minimum, contain the following.

- a. All vouchers shall include a reference to NHTSA's Cooperative Agreement No. **DTNH22-04-H-05110**.
- b. The period of performance for the costs claimed;
- c. Current and cumulative amounts of the following costs: direct labor; fringe benefits; material costs; consultant costs; subcontractor costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures.

2. **Where to send Reimbursement Claims**

An original signed SF 270 and three (3) copies directly to:

National Highway Traffic Safety Administration  
The Office Contracts and Procurement, Room 5301  
400 Seventh St, SW (NPO-220)  
Washington, DC 20590  
Attn: April L. Jennings, Contract Specialist

3. **Payment Certification**

The NHTSA COTR or alternate COTR shall review and certify the receipt of all goods and services rendered by the Grantee under this Cooperative Agreement.

4. **Payment Approval**

The NHTSA Contracting Officer or designee (Contract Specialist) shall approve all payments made under this Cooperative Agreement. Payments are subject to satisfactory progress and acceptance of the Quarterly Progress Reports and Final Report by the NHTSA COTR.

## VI. NHTSA's COTR

### 1. Designation of NHTSA COTR

The NHTSA COTR for this Cooperative Agreement is J. DeCarlo Ciccel. While this list is not exhaustive, some of the major responsibilities of the NHTSA COTR are as follows:

- a To provide information and technical assistance from available Government resources as determined appropriate by the NHTSA COTR;
- b To provide liaison with other Government/private agencies as appropriate; and,
- c To stimulate the exchange of ideas and information among recipients of related projects through periodic meetings.
- d. To review and certify invoices.
- e. Ms. Ciccel's business information is provided below:

J. DeCarlo Ciccel  
DOT/NHTSA  
400 Seventh St, SW (NTL-111)  
Washington, DC 20590  
Telephone: (202) 366-1694  
E-mail: [DeCarlo.Ciccel@nhtsa.dot.gov](mailto:DeCarlo.Ciccel@nhtsa.dot.gov)

### 3. Designation of "Alternate" COTR.

a. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR. **The "Alternate" COTR shall have no other responsibility under this Cooperative Agreement than to certify invoices in the absence of the NHTSA COTR.**

b. The official(s) designated below shall be responsible for reviewing and certifying invoices **ONLY** in the absence of the designated NHTSA COTR:

Ms. Heidi Coleman  
Room 5118B  
(202) 366-2568

## **VII. GRANTEE'S PROJECT OFFICER**

The Grantee's designated Project Officer for this Cooperative Agreement is Theron A. Schnure. The responsibility for the Grantee's Project Officer is as follows:

To perform the activities as described in this Cooperative Agreement and do so in conjunction with the NHTSA COTR's technical direction.

Mr. Schnure business information is provided below:

**Theron A. Schnure**  
**Policy Development and Planning Division**  
**Office of Policy and Management**  
**State of Connecticut**  
**450 Capitol Avenue, MS52CPD**  
**Hartford, Connecticut, 06106-1365**  
**Telephone: (860) 418-6390**  
**Fax Number: (860) 418-6496**  
**E-mail Address: terry.schnure@po.state.ct.us**

## **VIII. Model Impaired Driving Records Information System Requirements**

- A. Elements of a Model Impaired Driving Records Information System supports these functions by 1) tracking each impaired driving offender from arrest through dismissal or sentence completion, 2) providing aggregate data, for example, numbers of arrests, convictions, BAC distribution, and offender demographics, 3) meeting performance standards, 4) ensuring data is accurate, complete, and reliable, and 5) maintaining quality control and security features that will not allow core and essential data elements and/or impaired driving records to become corrupted or compromised.
- i. The model system shall have all the following specific features:
- 1) Statewide coverage (i.e., DMV, all courts adjudicating impaired driving cases, all law enforcement agencies)
  - 2) Real-time access by law enforcement officers and courts to current information on license history and status; vehicle registration status; criminal history, if applicable; and outstanding warrants
  - 3) An electronic citation system that is used by officers at the roadside and/or at the station and that supports the use of bar-code, magnetic striping, or other technologies to automatically capture driver license and registration information on the citation
  - 4) A citation tracking system that accepts electronic citation data from enforcement agencies; provides real-time tracking from the distribution of citation forms, to issuance by police officers, through the final court adjudication, and the

imposition and completion of court and administrative sanctions; provides access by citation number and by offender; and allows on-line access by stakeholders

- 5) Immediate electronic transmission of data from enforcement agencies and the courts to the driver license system to permit immediate and automatic imposition of administrative sanctions and recording of convictions on the driver license
- 6) Electronic reporting to courts and DMVs by probation, treatment, or correctional agencies, as applicable, for failure to comply with court or administrative sanctions
- 7) Linkage of information from the incident/case tracking system and the offender-based DMV license, treatment, and probation systems to develop a complete record for each offender, including driver history
- 8) Immediate access by all stakeholders, including the highway safety office, to statistical aggregate information needed to manage the impaired driving control system, identify trends, and support problem identification, policy development, and evaluation of countermeasures
- 9) Flexibility to include additional data and technological innovations

ii. The core data elements in the system include the following:

- 1) Driver identifying information (name, address, driver license number, date of birth, physical characteristics (gender, height, eye color, etc.))
- 2) Driver license class and status (valid, suspended, revoked, cancelled, CDL, etc.)
- 3) Vehicle registration information and status
- 4) Criminal history information
- 5) Outstanding warrants
- 6) Driver history information (prior traffic violations, prior DWI convictions or implied consent violations, crashes, etc., outstanding charges)
- 7) Arrest/citation information
  - location of arrest
  - arresting officer and agency
  - charge(s)
  - crash involvement
  - BAC test information – refusal of BAC
  - time of day and date
- 8) Prosecution/adjudication data
  - Date of arraignment
  - Date and court/judge of disposition

- Disposition of charge (dismissed, acquitted, plea to reduced charge, convicted of original charge, diversion program, adjournment in contemplation of dismissal, etc.)
  - Court penalties imposed (jail sentence, fines and penalties, probation, treatment/education, ignition interlock, community service)
  - Failure to appear
  - Probation report and/or pre-sentence assessment information
- 9) Administrative License and Vehicle Penalties
- Type of sanction
  - Date imposed
  - Length of sanction
- 10) Results of treatment/assessment
- 11) Completion of court and/or administrative sanctions (fines collected, jail time served, ignition interlock period, treatment completed, etc.)
- B. A Model Impaired Driving Records Information System represents a collective effort involving DMVs, law enforcement agencies, courts, and other agency stakeholders to ensure each organization has ready access to the information needed to plan and manage its work effectively and efficiently. The system also enables the highway safety office, legislature, and other legitimate users in the highway safety community to obtain periodic and special statistical reports on the impaired driving system. The following are examples of the types of data that would be periodically generated or available on an ad hoc basis through a user-friendly protocol:
- i. Referral rates to treatment statewide and by jurisdiction and court
  - ii. Conviction rate, BAC refusal rate, age and gender of offender statewide, and by jurisdiction
  - iii. Number of first and repeat offenders statewide and by jurisdiction
  - iv. BAC distribution statewide, by jurisdiction, and enforcement agency, etc.
  - v. Plea bargain rates statewide and by jurisdiction
  - vi. Sentence diversion rates by court and by judge
  - vii. Rates of referral to treatment and treatment completion statewide and by court
  - viii. Numbers of license and vehicle sanctions imposed by DMV
  - ix. Average time from arrest to first court appearance, to conviction, and to sentencing statewide, by jurisdiction, and by court
  - x. Numbers of warrants issued for failure to appear, etc., statewide, and by jurisdiction.



## **IX. SPECIAL PROVISIONS**

### **Seat Belt Use Policies and Programs**

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program or statistics on potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC dedicated to improving the traffic safety practices of employers and employees. NETS are prepared to help with technical assistance, a simple, user-friendly program kit and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045, or visit its web site at [www.trafficsafety.org](http://www.trafficsafety.org). This Special Provision shall be included in all contracts, subcontracts, and assistance agreements entered into by the recipient under this award.

## **X. GENERAL PROVISIONS**

The NHTSA General Provisions for Assistance Agreements (dated 7/95), as provided in the Attachment, shall be applicable to this Cooperative Agreement. (See Section XII, Government Furnished Information).

## **XI ACRONYMS**

The acronyms listed below are used during the performance of this Cooperative Agreement. If the Grantee is currently using, or has used any of the acronyms listed below differently, the Grantee shall use the acronyms listed below as defined under this Cooperative Agreement *only*.

- National Highway Traffic Safety Administration (NHTSA)
- Contracting Officer's Technical Representative (COTR)
- Draft Final Report (DFR)
- Contracting Officer (CO)
- Contract Specialist (CS)
- Public Law (PL)
- Driving While Intoxicated (DWI)
- Department of Motor Vehicles (DMV)
- Office of Management and Budget (OMB)
- Blood Alcohol Concentration (BAC)

## **XII GOVERNMENT FURNISHED INFORMATION**

The Government Furnished Information listed below shall be provided to the Grantee as outlined under Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables or at time of award.

The NHTSA General Provisions for Assistance Agreements dated 7/95.

## **XIII. MODIFICATIONS**

### **a. Unilateral**

The NHTSA Contracting Officer (CO) has the right, under this Cooperative Agreement, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA Project Officer/Contracting Officer's Technical Representative; and,
- Make other administrative changes, which do not affect the legal obligations of the Grantee.

### **b. Bilateral**

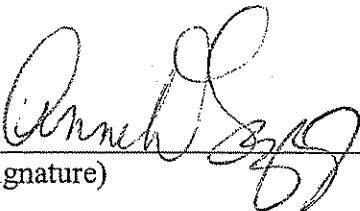
Bilateral modifications to this Cooperative Agreement may be proposed by either party, at any time during the period of performance of this Agreement, and shall become effective upon approval by both parties.

**Note:** When changes are made the Government may supply the Grantee with replacement pages to the Cooperative Agreement.

**XIV. SIGNATURES OF THE PARTIES:**

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Agreement to be executed as of the date therein written.

**State of Connecticut  
Office of Policy and Management  
450 Capitol Avenue, MS52CPD  
Hartford, Connecticut 06106-1365**

  
(Signature)

**ANNE D. GNAZZO  
DEPUTY SECRETARY**  
(Type name and title)

**September 16, 2004**  
(Date)

**DOT/National Highway Traffic Safety  
Administration  
400 7<sup>th</sup> Street S.W.  
Washington, D.C. 20590**

\_\_\_\_\_  
(Signature)

**HENRIETTA R. MOSLEY  
CONTRACTING OFFICER**  
(Type name and title)

\_\_\_\_\_  
(Date)

Cooperative Agreement DTNH22-04-H-05110 is hereby modified as follows:

1. **Reference Section III, Scope of Work, Subsection D. Performance Milestones and Deliverables, pages 8-9** – The Grantee shall submit the Draft Final Report to the COTR on December 15, 2009.
2. **Reference Section IV, Place of Delivery and Milestones, page 9** –

The referenced section is hereby revised to reflect actual dates of deliverables:

<u>Item</u>	<u>Original Task No.</u>	<u>Revised Task No.</u>	<u>Milestone (M) /Deliverable (D)</u>	<u>Revised (M)/(D)</u>	<u>Original Due Date</u>	<u>Revised Due Date</u>
5.	C.5	C.4.A.	System Demonstration		2 months before end date	September 2009 (TBD)
5.	C.5	C.4.A.	System Briefing in D.C.		2 months before end date	February 2010 (TBD)
8.	C.6	C.5.1.	Quarterly Progress Report (M) (D)	Monthly Progress Report	Quarterly	15 <sup>th</sup> of every Month
9.	C.6	C.5.2.	Draft Final Report (M) (D)		April 30, 2009	December 15, 2009
10.	C.6	NA	COTR reviews, comments, and approve draft report (M)	NA	June 30, 2009	NA
11.	C.6	C.5.3	Submit Final Report (in all required formats) (M) (D)		August 31, 2009	March 15, 2010
12.	C.6	C.5.4 – C.5.5	Final Report – a copy on appropriate media (diskette, etc.) of the document in the original format that was used for printing process (M) (D)		August 31, 2009	March 15, 2010
13	C.6	C.5.3	Final Report –		August 31,	March 15,

			camera ready version (D)		2009	2010
14	C.6	C.5.3	Hard copies of the Final Report (M) (D)		September 15, 2009	March 15, 2010

3. **Reference Section IV, Period of Performance, page 10** – The period of performance is hereby revised from 60 months to 66 months. **FROM September 30, 2009 TO March 31, 2010.**